

REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION
DEPARTMENT OF COMMERCE & CONSUMER AFFAIRS
STATE OF HAWAII
1010 RICHARDS STREET
P. O. BOX 3469
HONOLULU, HAWAII 96801

FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

3663 WOODLAWN
3663 and 3665 Woodlawn Dr.
Honolulu, Hawaii 96822

REGISTRATION NO. 1716 (PARTIAL CONVERSION)

IMPORTANT — Read This Report Before Buying

This Report Is Not an Approval or Disapproval of This Condominium Project

It reflects information obtained by the Real Estate Commission in its investigation of the project. This report, based on a principle of disclosure, is issued by the Commission for the purpose of preventing fraud, misrepresentation or deceit.

The developer shall not enter into a binding contract or agreement for the sale of any unit in a Condominium Project until

- (1) A copy of this Report has been given to the prospective purchaser,
- (2) The latter has been given an opportunity to read same, and,
- (3) His receipt taken therefor.

ISSUED: December 23, 1985

EXPIRES: January 23, 1987

SPECIAL ATTENTION

A comprehensive reading of this report by the prospective purchaser is urged in order that personal requirements and expectations to be derived from the property can be ascertained. The attention of the prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED ON THE REQUIRED NOTICE OF INTENTION SUBMITTED NOVEMBER 12, 1985, AND INFORMATION SUBSEQUENTLY FILED AS OF DECEMBER 10, 1985. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL AND SUBMITTING INFORMATION ON THE PROJECT, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. 3663 WOODLAWN is a two-unit, fee simple condominium project consisting of two (2) detached, single-family, wood frame dwellings and two two-car carports. One unit, 3665 Woodlawn, was constructed in 1951 and enlarged in 1968. The other unit, 3663 Woodlawn, will soon be constructed.

2. The Developer of the Project has filed all documents and materials deemed necessary by the Commission for the registration of the condominium Project and the issuance of this Final Public Report.

3. The basic documents (Declaration of Horizontal Property Regime and By-Laws of the Association of Owners) were executed on October 11, 1985, and have been filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document Nos. 1330897 and 1330898, respectively. A copy of the floor plans has been filed as Condominium Map No. 562.

4. No advertising or promotional matter has been submitted pursuant to the Rules adopted by the Real Estate Commission.

5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A, Hawaii Revised Statutes, as amended, and the Rules adopted thereunder which relate to Horizontal Property Regimes.

6. This Final Public Report is made part of the registration of the 3663 WOODLAWN condominium project. The Developer has the responsibility of placing a true copy of the Final Public Report (white paper stock) and Disclosure Abstract in the hands of all purchasers and prospective purchasers and securing a signed copy of a receipt therefor.

7. This Final Public Report automatically expires thirteen (13) months after the date of issuance, December 23, 1985 unless a Supplementary Public Report issues or the Commission, upon review of the registration issues an order extending the effective period of this Report.

NAME OF PROJECT: 3663 WOODLAWN

LOCATION: The site, consisting of approximately 14,234 square feet plus an easement or undivided 1/3 interest in roadway lot 126-D, is located at 3663 and 3665 Woodlawn Drive, Honolulu, Hawaii 96822.

TAX MAP KEY NO.: First Division: 2-9-59-47

ZONING: R-3, Residential District

DEVELOPER: ABE LEE DEVELOPMENT, INC., a Hawaii corporation, whose principal place of business and

address is 2308 Lipioma Way, Honolulu, Hawaii 96822. Telephone: (808) 942-2633. The officers are Abraham Lee, President/Treasurer; and Sally Lee, Vice-President/Secretary.

ATTORNEYS REPRESENTING DEVELOPER: LESTER G. L. WONG, ATTORNEY AT LAW, A LAW CORPORATION, 165 South King Street, Suite 1100, Honolulu, Hawaii 96813 Telephone: (808) 526-3033

DESCRIPTION OF PROJECT: The Declaration of Horizontal Property Regime and the plans submitted by the Developer indicate a fee simple project consisting of a 14,234 square foot parcel of land, together with two (2) detached, single-family units, as hereinafter described. Both units are single-family residential dwellings constructed principally of wood, glass and allied building materials on concrete spot footings. Unit 3665 was built in 1951 and Unit 3633 will be completed in January 1986.

Units 3663 and 3665 will both have access to Woodlawn Drive by a driveway.

The units will be numbered in the manner shown on the Condominium Map. All unit square footage figures are approximate and are based on net living area, as measured from the interior surface of the perimeter walls.

Unit 3665 is a one story dwelling, consisting of a living room/dining room, family room, kitchen, storage room, two (2) bedrooms and one (1) bathroom. The unit contains a refrigerator, range/oven and dishwasher. The net floor area of the unit is 1,222 square feet.

Unit 3665 consists of redwood and douglas fir beams and floor joists supported by concrete spot footings and a perimeter concrete block masonry wall at certain points at both the dwelling and the carport. The floors are pine covered with carpeting and tile. The walls are of double wall and single wall construction. The double wall being of lap or tongue and groove siding and gypsum plaster board on the interior and the single wall being of vertical tongue and groove redwood. The windows consists of fixed and sliding glass. The roof is wooden beam and rafter construction with asphalt shingles.

Adjacent to Unit 3665 is a two car carport consisting of a concrete slab and wood and asphalt shingle roof. The carport contains, in addition to parking spaces, two storage areas, a laundry area and a bath.

Unit 3663 will be a two-story dwelling consisting of a living room/dining room, kitchen, three (3) bedrooms and two (2) bathrooms on the upper floor and a storage area,

laundry area and an open area on the basement floor. The unit contains a refrigerator, range/oven, disposal and water heater. The net floor area of Unit 3663 will be approximately 1,522 square feet.

Unit 3663 will consist of wood beams and joists supported by hollow tile, reinforced retaining wall or posts with concrete spot footings. The subfloor will consist of plywood which will be covered by carpeting in the living areas and resilient covering in the kitchen, bath and utility areas. The walls will be double wall construction with plywood siding on the exterior and gypsum board on the interior. Windows will consist of fixed and sliding glass. The roof will be of wooden rafter and ceiling joists with connecting wooden trusses with plywood sheathing, composition shingles and related materials for moisture proofing.

There is a two-car carport adjacent to Unit 3665. The two-car carport for Unit 3663 will be located under a portion of said unit. It will consist of a concrete slab and a gypsum board ceiling. Each carport will contain space to park two cars side by side. No other parking will be provided.

NOTE: Each unit owner has the right to demolish, reconstruct and renovate his unit as provided in Paragraph 21 of the Declaration. Any new or renovated dwelling shall be built in accordance with the zoning ordinances and rules and regulations of the City and County of Honolulu, and shall be subject to the Procedures set forth in Paragraph 21 of the Declaration.

The unit owners also have the right to subdivide or consolidate their units and reapportion the common interest appurtenant thereto upon a duly recorded amendment to the Declaration approved by the vote or written consent of only the unit owners of the subdivided or consolidated units and their mortgagees, all as provided in Paragraph 12 of the Declaration, and provided such subdivision or consolidation is in conformance with County law.

COMMON ELEMENTS: Common elements shall include the limited common elements described below and all other portions of the Property, excluding those items defined as part of any unit hereof, but including the portion of land on which the units are located and all elements mentioned in the Horizontal Property Act which are actually constructed on the land, and specifically shall include but not be limited to:

- A. The land in fee simple;
- B. All yards, grounds, planters and planting areas and landscaping;
- C. The driveway, access areas, and parking areas which are limited common elements to the units;

D. All electrical and mechanical equipment and wiring and other central appurtenant installations for services, including power, lights and water;

E. All other parts of the Project existing for the common use where necessary to the existence, maintenance and safety of the Project.

LIMITED COMMON ELEMENTS: Certain parts of the common elements called the "limited common elements" are designated and set aside for the exclusive use of each unit, and each unit shall have appurtenant thereto exclusive easements for the use of such limited common elements. Unless otherwise specified, all costs of every kind pertaining to each limited common element, including but not limited to, costs of landscaping, maintenance, repair, replacement and improvement, shall be borne entirely by the unit to which it is appurtenant. The limited common elements so set aside and reserved are as follows:

A. The site of each unit consisting of the land beneath and immediately adjacent thereto, as shown and delineated on said Condominium Map, including without limitation, any private areas, shall be deemed a limited common element for the sole and exclusive use of the unit to which it is appurtenant.

B. Parking adjacent to each of the respective units as shown on the Condominium Map.

COMMON INTERESTS: Each dwelling shall have appurtenant thereto an undivided percentage interest in all the common elements of the Project as follows:

<u>Unit No.</u>	<u>Percentage of Common Interest</u>
3663	50%
3665	50%

Each unit shall have said percentage interest in all common profits and expenses of the Project and for all other purposes, including voting on all matters requiring action by the unit owners.

EASEMENTS: In addition to any easements designated in the limited common elements, the units and common elements shall have and be subject to the following easements:

A. Each unit shall have appurtenant thereto non-exclusive easements in the common elements designed for such purposes for ingress to and egress from and utility services (including but not limited to electricity, water and sewer) for and in support of such units. The Association of Apartment Owners (the "Association") shall have the right, to be exercised by its Board of Directors, to change the use of the common elements or to lease or

otherwise use the common elements for the benefit of the Association, all as provided and limited by the Horizontal Property Act, subject to the exclusive use of the limited common elements as provided in the Declaration.

B. If any common element now or hereafter encroaches upon any unit, a valid easement for such encroachment and maintenance thereof, so long as it continues, does and shall exist. If any building or other improvement shall be partially or totally destroyed and then rebuilt, minor encroachments by any common elements upon any apartment or limited common element due to reconstruction, shall be permitted, and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist; PROVIDED, that in no event shall a valid easement for encroachment be created in favor of the owner of any unit or in favor of any owner of the common elements if such encroachment occurred due to the negligence or misconduct of said owner or owners.

C. The Association shall have the right, to be exercised by its Board of Directors or the managing agent, if any, to enter each unit and limited common elements, from time to time, during reasonable hours as may be necessary for the operation of the Project, or at any time for making emergency repairs therein necessary to prevent damage to any unit or common element.

D. The Developer reserves the right to grant to any public or governmental authority rights of ways and other easements, which are for the sole benefit of the Project, or which do not materially interfere with the use nor materially impair the value of, any unit, over, across, under and through the common elements and limited common elements for lines and other transmission facilities and appurtenances for electricity, gas, telephone, water, sewer, drainage, and other public services and utilities, and rights to enter for the purpose of installing, repairing, altering, and removing such lines and facilities and of trimming any trees in the way thereof; PROVIDED, the Association, through the Board of Directors, with the consent or agreement of any holder of any then-existing easement affected thereby, is authorized to grant, convey, transfer, cancel, relocate or deal with any and all such public services and utilities easements now or hereafter located on or affecting the Project.

PURPOSE OF BUILDINGS AND RESTRICTIONS AS TO USE: The Declaration provides that the units of the Project shall be occupied and used only as private residential dwellings by the respective owners thereof, their families, domestic servants, personal guests and tenants, and for no other purposes.

The proposed House Rules provide in part: (1) that no livestock, poultry or other animals or pets whatsoever shall be allowed or kept in any part of the Project, except for one dog or one cat, aquarium fish and a

pair of small birds, subject to conditions more particularly set forth in the House Rules; (2) that no inflammable oils or fluids shall be stored in any part of the Project; (3) that all units shall be occupied by no more than five (5) persons for two (2) bedroom units and six (6) persons for three bedroom units; and (4) that running, jumping, skateboarding, bicycling, roller skating and playing of any sort is prohibited in the driveway, parking areas and other common areas of the Project.

OWNERSHIP OF TITLE: A Commitment for Title Insurance issued by TI of Hawaii, Inc., dated December 3, 1985, indicates that title to the land is vested in TOKIO KUBO and AKIKO NAKAMURA KUBO, husband and wife.

ENCUMBRANCES AGAINST TITLE: Said Commitment for Title Insurance dated December 3, 1985, indicates the following encumbrances:

1. Covenant in Deed dated August 15, 1947, filed as Land Court Document No. 94414, to-wit:

"And the Grantees, in consideration of the premises and of ONE DOLLAR received to their satisfaction from the Grantor, do hereby, for themselves and their assigns, and the survivor of them and his or her heirs and assigns, covenant and agree with the Grantor, its successors and assigns, that no malt, vinous, spirituous or intoxicating liquors of any kind shall ever be sold or exposed for sale or manufactured on the granted premises or any part thereof."

2. Grant in favor of Hawaiian Electric Company, Inc. and Hawaiian Telephone Company dated August 29, 1951, filed as Document No. 132428, granting a perpetual easement to build etc. a pole and wire line over, across and under Lot 126-A (besides other land).

3. Easement for storm drain purposes affecting Lot 126-A as shown on Map 97, as set forth by Land Court Order No. 23575, filed December 17, 1964.

4. Grant in favor of the City and County of Honolulu dated September 26, 1964, filed as Document No. 349248, granting easement for drainage system purposes affecting Lot 126-A (besides other land).

4. Real property taxes as may be due. For further information, check with the Tax Assessor, Department of Finance.

In addition, the restrictions on use and other restrictions and all other covenants, agreements, obligations, conditions, reservations, easements, and other provisions set forth in Declaration of Horizontal Property Regime and By-Laws dated October 11, 1985, were filed in said Office as Document Nos. 1330897 and 1330898, respectively. The Project is covered by Condominium Map No. 562.

PURCHASE MONEY HANDLING: An executed Escrow Agreement dated October 11, 1985, identifies T. I. of Hawaii, Inc. as the escrow agent. Upon examination, the executed Escrow Agreement and specimen sales contract are found to be in conformance with Chapter 514A, Hawaii Revised Statutes, as amended, and particularly §§ 514A-37, 514A-39, 514A-40, 514A-63 and 514A-65. Among other provisions, the Escrow Agreement provides that the escrow agent shall refund to purchaser all of the purchaser's funds, without interest, less a cancellation fee of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00), if purchaser shall request refund of his funds and such refund is permitted by the Escrow Agreement, sales contract or law.

It is incumbent upon the Purchaser and prospective Purchasers to read and understand the Escrow Agreement before executing the sales contract since the Escrow Agreement prescribes the procedure for receiving and disbursing purchaser's funds.

Among other provisions, the specimen sales contract provides that the Developer makes NO WARRANTIES AS TO ANY DEFECTS IN THE UNITS AND THE COMMON ELEMENTS OF THE PROJECT.

NOTE: The Disclosure Abstract, which is attached hereto, provides that the units to be built will have a one year contractor's warranty.

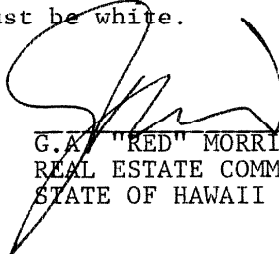
MANAGEMENT OF THE PROJECT: The By-Laws provide that the operation of the Project shall be conducted for the Association of Owners under the direction of its Board of Directors by a responsible managing agent. No managing agent has been appointed as of the date of this Report and none is contemplated since the Declaration provides that the owner of each unit shall be solely responsible for the maintenance, repair, replacement and restoration of such unit, appurtenant limited common elements and its parking area. The Association shall be responsible for all common elements of the Project which are not limited common in nature and fees will then be assessed as necessary. Thus, monthly maintenance fees are not contemplated at this time.

STATUS OF PROJECT: A letter from the City Building Department dated July 3, 1985 indicates that the unit built in 1951 and enlarged in 1968 (formerly 3663 Woodlawn but now redesignated 3665) originally met Code requirements and no variances or special permits were granted. A building permit for construction of Unit 3663 has been obtained. Work is scheduled to commence on 3663 on January 16, 1986, and should be completed by May 15, 1986. If current or proposed uses or improvements are nonconforming, purchasers

should consult with County authorities as to possible limitations that may apply.

The Purchaser or prospective Purchaser should be cognizant of the fact that this published Report represents information disclosed by the Developer in the required Notice of Intention submitted November 12, 1985 and information subsequently filed as of December 10, 1985.

This is the FINAL HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT which is made a part of Registration No. 1716 filed with the Commission on November 12, 1985. This Report, when reproduced, shall be a true copy of the Commission's Public Report. The paper stock used in making facsimiles must be white.



G.A. "RED" MORRIS, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

DISTRIBUTION:

Department of Finance
Bureau of Conveyances
Planning Department, City and County of Honolulu
Escrow Agent
Federal Housing Administration

Registration No. 1716

December 23, 1985

DEVELOPER'S DISCLOSURE ABSTRACT

Name and Address of Project:

Name: 3663 WOODLAWN
Address: 3663 Woodlawn Street, Honolulu, Hawaii 96822

Name, Address and Telephone Number of Developer and Project Manager

Developer: ABE LEE DEVELOPMENT, INC., a Hawaii Corporation
1946 Young Street, Suite 200
Honolulu, Hawaii 96826
(808) 942-2633
(Attn.: Abe Lee)

Maintenance Fees: There will be no maintenance fees. All costs of every kind pertaining to each limited common element, including but not limited to costs of landscaping, maintenance, repair, replacement and improvement shall be borne entirely by the unit to which it is appurtenant. All costs pertaining to each common element shall be borne equally by each owner.

Use: The project will contain 2 fee simple units. All of the units shall be used only for residential purposes consistent and in conformance with the aforesaid Declaration.

Warranties: The existing unit 3665 was constructed in 1951. NO WARRANTIES EXIST. NO WARRANTIES FOR FITNESS OR USE OR MERCHANTABILITY OR ANY OTHER ARE MADE AS TO EITHER UNIT 3665 OR COMMON ELEMENTS OF THE PROJECT. PURCHASERS ARE ADVISED TO CONDUCT THEIR OWN INSPECTION OF THE UNITS THEY DESIRE TO PURCHASE. THE UNIT 3665 IS SOLD "AS IS". UNIT 3663 IS TO BE BUILT AND WILL HAVE THE STANDARD CONTRACTOR'S WARRANTIES.

Disclosure: Based upon the report of an independent registered engineer, the Developer represents that the dwelling, unit no. 3665 and all of its structural components and mechanical and electrical installations material to the use and enjoyment of the condominium project are in accordance with the plans and specifications originally filed with the Building Department of the City and County of Honolulu; are in satisfactory condition; and contain the following components: Plumbing and electrical fixtures and related piping and wiring. The developer further represents that the dwelling is constructed of concrete and wood which appear in satisfactory condition. The developer believes that the present condition of all structural components and mechanical and electrical installations material to the use and enjoyment of the condominium are satisfactory. NO OTHER REPRESENTATIONS CAN BE MADE REGARDING THE EXPECTED USEFUL LIFE OF THE STRUCTURAL COMPONENTS AND MECHANICAL AND ELECTRICAL INSTALLATIONS OF UNIT 3665. Unit 3663 will be built in accordance with the plans and specifications to be filed with the Building Department of the City and County of Honolulu and in accordance with the present building codes; and will contain the following components: plumbing and electrical fixtures and related piping and wiring. The developer further represents that the dwelling will be constructed of concrete and wood.

The Developer knows of no outstanding notices of uncured violations of building codes or other municipal regulations regarding the dwellings or the Project.

Dated this 10th day of October, 1985.

ABE LEE DEVELOPMENT, INC.


By Its President